

Northern Railroad

RECYCLE

Albany St.

HARDWARE

VACANT

BRUNSWICK

2ND HAND

TENT SHOP

WRAUSE

POST OFFICE

AUTO PARTS

No easement from Post office owner
→ Alley →

Project as constructed

original Project boundary

A

20 ft

[N. 8 ft]

82

Way 82

Way 2004 Division 301

EASEMENT FOR PUBLIC PARKING

20031167

THIS EASEMENT is dated this 25th day of Feb., 2003, between Colkitt Incorporated, an Oregon corporation ("Owner"), and the CITY OF ELGIN, an Oregon Municipal corporation ("City").

WITNESSETH:

Owner, for and in consideration of the sum of \$1 and other good and valuable consideration, receipt and legal sufficiency of which is hereby acknowledged, does hereby grant to City a nonexclusive easement ("Easement") across Lots 6, 7, and 22 and the northern 60 feet of lot 8, Block 59 of Hindmans Addition to the City of Elgin, situated in Section 15, Township 1 North, Range 39 East of the Willamette Meridian, in the county of Union, state of Oregon. This Easement is subject to existing easements and to all claims, liens, encumbrances, reservations, and restrictions of record.

This Easement is made subject to the following terms, provisions, and conditions applicable to City, its successors and assigns:

1. Purpose. Except as herein limited, City shall have the right to construct, operate, maintain, and repair a public parking lot and service roadways and paths. City may use the Easement only for the use specifically stated in the immediately preceding sentence and for no other purpose whatsoever. City shall construct any roads, paths or parking areas on the Easement with due consideration for the loading of freight and customer service by the Owner. City, at its own expense, shall dispose of all debris occasioned by the installation of the parking area and service roadways and restore the surface, drainages, and any associated landscaping to the condition it was in immediately prior to construction by City. City shall abide by the rules and regulations of any applicable local and state laws and regulations.

2. Term. The term of this Easement shall be for ^{15 years} ~~20~~ years commencing on the date of this lease as above.

3. Indemnification. City agrees to indemnify and hold Owner harmless and, at City's expense, to defend Owner from and against any claim, legal action, loss, cost, expense, or liability on account of personal injury to or death of any person, including but not limited to, employees of Owner, or damage to or destruction of any property, including but not limited to, property of Owner, or any fire, resulting from or arising out of, partly or wholly, directly or indirectly, the existence of or City's exercise of the rights herein granted; provided, however, that City's undertaking herein contained shall not be construed as covering personal injury to or death of any person or damage to or destruction of property of any third party resulting from the sole negligence of Owner.

4. Owner agrees that it will use reasonable care in conducting its operations on the Easement. Notwithstanding the foregoing, it is expressly agreed by City that if damage to City's property should result from operations on the part of Owner, its agents, contractors, licensees, permittees, successors, or assigns, neither the Owner, its agents, contractors, licensees, permittees, successors, or assigns shall be held liable therefor.

5. Reservations. Owner reserves for itself, its permittees, contractors, assigns, and successors in interest the right, without cost, to cross and recross the Easement at any place by any reasonable means and to use the Easement for any other purpose deemed necessary or desirable by Owner, including without limitation, the use of the Easement in connection with the protection, administration, management, and utilization of Owner's lands or resources, now or hereafter owned or controlled by it, provided Owner shall not unreasonably interfere with City's rights under this Easement. Owner may assign all or any part of its rights herein to third parties or permit third parties to exercise the rights of Owner herein.

6. Waiver. Owner's failure to exercise any of its rights under this Easement shall not be deemed a waiver of such rights, and in the event of subsequent or continuing defaults by City, Owner shall have the right to exercise any of its rights herein.

7. Breach. If City shall breach any of the conditions contained in this Easement and if such breach is continued for a period of 30 days after written notice thereof is given to City by Owner, or if City shall at any time hereafter fail to use the within Easement for the purposes stated herein for a period exceeding two years from the date of this Easement, then and in that event Owner may elect, at its sole discretion, to terminate this Easement, which termination shall be effective upon Owner's filing in the public records of a notice of termination of this Easement, and to pursue such other remedies as are provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Easement on the day and year first hereinabove written.

Owner:

COLKITT INCORPORATED

By AT R Colkitt

Title President

City:

CITY OF ELGIN, OREGON.

By Burtal Simpson

Title Mayor

STATE OF OREGON)
) ss.
COUNTY OF UNION)

On this 25th day of February, 2003, before me, the undersigned, a notary public in and for said state, personally appeared Steven B. Colkitt, known to me to be the President of Colkitt Incorporated an Oregon corporation, that executed the above instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Becky S. Lester
Notary Public for Oregon
Residing at Lakeview
My Commission expires April 15, 2005

STATE OF OREGON)
) ss.
COUNTY OF UNION)

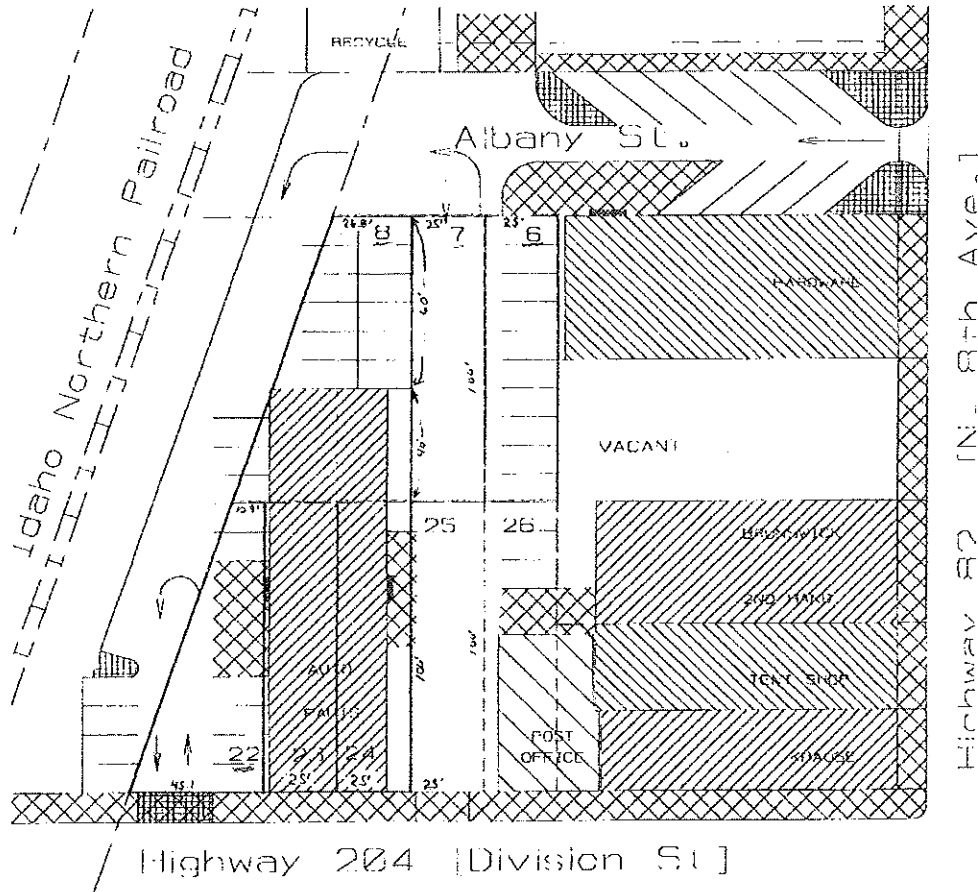


On this 25 day of February, 2003, before me, the undersigned, a notary public in and for said state, personally appeared BERTA CHURCHILL, known to me to be the MAYOR of the City of Elgin, an Oregon municipal corporation, that executed the above instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Cindy Wilhelm
Notary Public for Oregon
Residing at Elgin OR
My Commission expires 10-3-03

EXHIBIT A - Location Map



(16,200 sq ft more or less)

STATE OF OREGON

County of Union

SS

I certify that this instrument was received and recorded in the book of records of said county.

R. NELLIE BOGUE HIBBERT,
Union County Clerk

by: R. Chura Deputy.

DOC#: 20031167

RCPT: 54903

37.00

2/27/2003 11:15 AM

REFUND:

.00



UNION COUNTY ASSESSOR'S OFFICE
1001 4TH STREET, SUITE A
LA GRANDE, OREGON 97850

PATTY GOODERHAM
ASSESSOR

TELEPHONE (541) 963-1002
FAX (541) 963-1039
TTY: 1 800 735-1232

March 20, 2003

City of Elgin
Attn: Joe Garlitz
P O Box 128
Elgin OR 97827

Re: Application for Real Property Tax Exemption
1N3915DB-301 2301 Ref # 13150

Dear Joe,

Your application for exemption under ORS 307.090 has been reviewed and approved.

No further action will need to taken unless the use of the portion of the property being used for public parking area changes. If a change in use should occur it is your responsibility to notify the county assessor.

Your easement agreement will expire as of February 25, 2018. At that time a new application for exemption will need to be submitted along with a copy of a new easement agreement.

If you have any questions please contact me at 963-1002.

Sincerely,

Patty Gooderham
Union County Assessor/Tax Collector